



United States Probation and Pretrial Services
District of Alaska

Aaron F. McGrath, Jr.
Chief U.S. Probation Officer

Danyelle Storms
Deputy Chief U.S. Probation Officer

**REQUEST FOR PROPOSALS
SECOND CHANCE ACT (SCA) EMERGENCY & TRANSITIONAL HOUSING SERVICES
DISTRICT OF ALASKA
SOLICITATION 097—26-SCGP**

The United States Probation & Pretrial Services Office for the District of Alaska (U.S. Probation) is soliciting for proposals to provide **emergency and transitional housing services** for individuals who are on probation, supervised release, parole, or who are otherwise under the supervision of U.S. Probation.

The Request for Proposal (RFP) contains the full text of all applicable requirements, and all offerors are subject to the provisions contained in the RFP. In responding to the RFP, you should answer fully each item and supply all information requested. Section “L” provides specific directions for offerors in completing their proposals. The minimum standards for the services listed are contained in the Clauses and Terms of Agreement, and all proposals will be evaluated by the criteria established in Section “M.”

Proposals will be awarded on the basis of initial offers submitted, and each initial offer should contain your organization’s best terms from a cost and technical standpoint. There will be no additional opportunity to modify your proposal.

Please read the RFP carefully; do not rely on knowledge from previous RFP’s, or knowledge of previous federal procurement procedures.

The estimated monthly quantities (EMQ) listed in Section “B” of the RFP are an estimate of the services to be provided during the term of this agreement. These quantities are only an estimate.

Although U.S. Probation may choose to enter into a Blanket Purchase Agreement (BPA) with multiple contractors, U.S. Probation reserves the right to award to a single vendor, or to decline to make any award at all.

The term for this BPA is twelve (12) months with a start date of October 1, 2025, with a provision that shall allow U.S. Probation to unilaterally extend the agreement for an additional four (4) years, at four (4) twelve (12) month intervals, at U.S. Probation’s discretion.

Proposals are due no later than September 29, 2025, at 1:00 PM local time. Proposals shall be emailed in pdf format to: akptreatment@akp.uscourts.gov. All email submissions must reference in the subject line the solicitation number indicated in Section A, Block 1 of the Solicitation/Offer/Acceptance. Hard copies will not be accepted, unless otherwise noted. It is the responsibility of the offeror to confirm the

U.S. Probation's receipt of the proposal.

All proposals must be signed by a representative authorized to commit the offeror to contractual obligations. Electronic signatures are accepted.

A copy of the BPA, Clauses, and Terms of Agreement should be retained by the offeror for their files.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Blackmarr". The signature is fluid and cursive, with the first name "Ryan" and last name "Blackmarr" clearly distinguishable.

Ryan P. Blackmarr
U.S. Probation Officer Specialist
Contracting Officer

SECTION A		SOLICITATION / OFFER / ACCEPTANCE	
1. Solicitation No. 097--26-SCGP		2. Date Issued 08/28/2025	3. Award No.
4. Issued By: Ryan Blackmarr ryan_blackmarr@akp.uscourts.gov		5. E-mail Address Offer To (if other than Item 4): Contracting Team, District of Alaska AKPtreatment@akp.uscourts.gov	

SOLICITATION

6. Proposals for furnishing the required services listed in Section B will be received electronically via the e-mail address(es) specified in Item 4 or 5
until **01:00 PM** local time **09/29/2025**
(hour) (date)

7. For Information call:	
a. Name Ryan Blackmarr	b. Telephone (907) 227-3636

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OFFER

8. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (365 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

9. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
10. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

11. NAME AND ADDRESS OF OFFEROR		16. <input type="checkbox"/> AWARD Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets.	
12. Telephone No. (Include area code)			
13. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		17A. NAME OF CONTRACTING OFFICER	
14. Signature		15. Offer Date	17B. UNITED STATES OF AMERICA BY _____ (Signature Of Contracting Officer)
			17C. DATE SIGNED

SCA SERVICES BPA – Solicitation

A. BACKGROUND

On April 9, 2008, the Second Chance Act (SCA) of 2007, Pub. L. No. 110-199, was enacted. Section 253 of the Act amended 18 U.S.C. § 3672 to authorize the Director of the Administrative Office of the U.S. Courts (AO) to contract for “treatment, equipment and emergency housing, corrective and preventative guidance and training, and other rehabilitative services designed to protect the public and promote the successful reentry of the offender into the community.” In October of 2008, the Judicial Administration and Technical Amendments Act of 2008, Pub. L. No. 110-406 (October 13, 2008) (JATAA), significantly enhanced courts’ ability to provide interventions for defendants and offenders under 18 U.S.C. 3672 and 3154(4). This expanded the authority for a wide array of interventions with which probation and pretrial services officers might mitigate specific risks and responsivity factors related to their caseloads.

The statute authorizes “providing necessary services to offenders ... in a manner that does not confer luxuries or privileges upon such offenders” (42 U.S.C. § 17501(a)(4)). Additionally, the Act shall not “be construed as creating a right or entitlement to assistance or services for any individual, program, or grant recipient” (42 U.S.C. § 17504). Congress intended the new authority to be exercised judiciously. Courts must be careful stewards of resources used under this authority.

SECTION B – PRODUCTS OR SERVICES AND PRICES / COSTS

This BPA is in effect for the period from October 1, 2025, through September 30, 2030. This period includes an initial, twelve-month award term, followed by four, twelve-month extension terms that may be exercised at the option of the Judiciary. Pricing applicable to work performed during each twelve-month period shall be as shown below.

B.1 PRICING SCHEDULE

B1.1 BASE PRICE. Contractors, please bid your unit price / extended price in the appropriate columns for each service. Prices bid in this schedule shall be for services performed during the initial, twelve-month award term starting October 1, 2025, and running through September 30, 2026. The unit price reflects the total firm fixed price to be paid to the contractor for providing the services as described in the Statement of Work (SOW), Section C of this document. The firm fixed price is inclusive. No payments will be made in addition to the stated firm fixed price for any efforts made by the contractor in accomplishing the SOW.

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	PC 3101 – Emergency and Transitional Housing. Provide emergency and transitional housing services for federally referred clients within the Municipality of Anchorage in the State of Alaska. All services to be subject to pre-authorization and to be performed consistent with C2.1, <i>Scope of Work</i> , below.	48 *Estimated monthly unit quantity (EMQ)	Per Day *30/31 units per month – please bid daily rate		
2	PC 3302 – Emergency Services. Provide federally referred clients with pre-authorized necessities and emergency financial assistance consistent with C2.1, <i>Scope of Work</i> , below.	Not Applicable	Not Applicable	Actual Cost	Actual Cost
				TOTAL	

*Agreements are fee for service. The estimated monthly quantity is only an estimate that may fluctuate from month to month based on agency needs. One unit = 1 day. For example, if monthly cost is \$300, unit price = \$10. For all services, the “extended price” shall be the product of the “quantity” and the contractor’s unit price, as bid. For example, if quantity is 100, and the contractor’s bid unit price is \$10, then the extended price = \$1,000.

B1.2 OPTION PRICING. The following are priced option items subject to the terms and conditions of Clauses 2-90C (Option to Extend Services) and 2-90C (Option to Extend the Term of the Contract). The Judiciary may choose to exercise any one, or none, of the options as stipulated.

OPTION 1 – Pricing Schedule. Contractors, please bid your unit price / extended price in the appropriate columns for each service for services to be performed October 1, 2026, through September 30, 2027.

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	PC 3101 – Emergency and Transitional Housing. Provide emergency and transitional housing services for federally referred clients within the Municipality of Anchorage in the State of Alaska. All services to be subject to pre-authorization and to be performed consistent with C2.1, <i>Scope of Work</i> , below.	48 *Estimated monthly unit quantity (EMQ)	Per Day *30/31 units per month – please bid daily rate		
2	PC 3302 – Emergency Services. Provide federally referred clients with pre-authorized necessities and emergency financial assistance consistent with C2.1, <i>Scope of Work</i> , below.	Not Applicable	Not Applicable	Actual Cost	Actual Cost
				TOTAL	

*Agreements are fee for service. The estimated monthly quantity is only an estimate that may fluctuate from month to month based on agency needs. One unit = 1 day. For example, if monthly cost is \$300, unit price = \$10. For all services, the “extended price” shall be the product of the “quantity” and the contractor’s unit price, as bid. For example, if quantity is 100, and the contractor’s bid unit price is \$10, then the extended price = \$1,000.

OPTION 2 – Pricing Schedule. Contractors, please bid your unit price / extended price in the appropriate columns for each service for services to be performed October 1, 2027, through September 30, 2028.

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	PC 3101 – Emergency and Transitional Housing. Provide emergency and transitional housing services for federally referred clients within the Municipality of Anchorage in the State of Alaska. All services to be subject to pre-authorization and to be performed consistent with C2.1, <i>Scope of Work</i> , below.	48 *Estimated monthly unit quantity (EMQ)	Per Day *30/31 units per month – please bid daily rate		
2	PC 3302 – Emergency Services. Provide federally referred clients with pre-authorized necessities and emergency financial assistance consistent with C2.1, <i>Scope of Work</i> , below.	Not Applicable	Not Applicable	Actual Cost	Actual Cost
				TOTAL	

*Agreements are fee for service. The estimated monthly quantity is only an estimate that may fluctuate from month to month based on agency needs. One unit = 1 day. For example, if monthly cost is \$300, unit price = \$10. For all services, the “extended price” shall be the product of the “quantity” and the contractor’s unit price, as bid. For example, if quantity is 100, and the contractor’s bid unit price is \$10, then the extended price = \$1,000.

OPTION 3 – Pricing Schedule. Contractors, please bid your unit price / extended price in the appropriate columns for each service for services to be performed October 1, 2028, through September 30, 2029.

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	PC 3101 – Emergency and Transitional Housing. Provide emergency and transitional housing services for federally referred clients within the Municipality of Anchorage in the State of Alaska. All services to be subject to pre-authorization and to be performed consistent with C2.1, <i>Scope of Work</i> , below.	48 *Estimated monthly unit quantity (EMQ)	Per Day *30/31 units per month – please bid daily rate		
2	PC 3302 – Emergency Services. Provide federally referred clients with pre-authorized necessities and emergency financial assistance consistent with C2.1, <i>Scope of Work</i> , below.	Not Applicable	Not Applicable	Actual Cost	Actual Cost
				TOTAL	

*Agreements are fee for service. The estimated monthly quantity is only an estimate that may fluctuate from month to month based on agency needs. One unit = 1 day. For example, if monthly cost is \$300, unit price = \$10. For all services, the “extended price” shall be the product of the “quantity” and the contractor’s unit price, as bid. For example, if quantity is 100, and the contractor’s bid unit price is \$10, then the extended price = \$1,000.

OPTION 4 – Pricing Schedule. Contractors, please bid your unit price / extended price in the appropriate columns for each service for services to be performed October 1, 2029, through September 30, 2030.

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	PC 3101 – Emergency and Transitional Housing. Provide emergency and transitional housing services for federally referred clients within the Municipality of Anchorage in the State of Alaska. All services to be subject to pre-authorization and to be performed consistent with C2.1, <i>Scope of Work</i> , below.	48 *Estimated monthly unit quantity (EMQ)	Per Day *30/31 units per month – please bid daily rate		
2	PC 3302 – Emergency Services. Provide federally referred clients with pre-authorized necessities and emergency financial assistance consistent with C2.1, <i>Scope of Work</i> , below.	Not Applicable	Not Applicable	Actual Cost	Actual Cost
				TOTAL	

*Agreements are fee for service. The estimated monthly quantity is only an estimate that may fluctuate from month to month based on agency needs. One unit = 1 day. For example, if monthly cost is \$300, unit price = \$10. For all services, the “extended price” shall be the product of the “quantity” and the contractor’s unit price, as bid. For example, if quantity is 100, and the contractor’s bid unit price is \$10, then the extended price = \$1,000.

SECTION C – STATEMENT OF WORK / SPECIFICATIONS

C.1 GENERAL REQUIREMENTS

C2.1 SCOPE OF WORK:

Project Code 3101 – Emergency and Transitional Housing

“Statement of Work” for this service is defined as follows:

Project Code Description

- (a) Emergency and/or Transitional Housing is for defendants and offenders who require housing to assist in their reentry. Housing should not exceed 90 days, unless an extension is determined appropriate and approved by the Unit Executive. If the vendor requires a lease, any such agreement is between the client and the housing contractor; the Government is not a party to the lease agreement and bears no responsibility or liability for defendants or offenders.
- (b) On-site inspections should be conducted prior to the award to ensure that the environment is conducive to the defendants/offender’s rehabilitation without conferring luxuries or privileges. There is no separate provision for the payment of utilities, food allowances, etc., unless these services are included in the rent. The search for permanent residential options should continue during this transitional period. The USPO/USPSO should document these efforts. Officers must reevaluate the need for this service at least every 30 days. Officers should consider a community service condition and/or adding job readiness, vocational training, and other suitable programming to compel defendants and offenders to work actively toward obtaining employment to help achieve self-sufficiency.
- (c) Referrals only require as much information as needed for a vendor to assess any reasonably foreseeable third-party risk.
- (d) Requirements include on-site visits and may include co-payment, if ordered. For housing vendors that provide commercial services (available to the general public), probation form 45s are necessary only for internal tracking. This project code is considered a severable service. Generally, the billing unit should be daily unless an advance payment is required. Advance payment is limited to 30 days, may not be more than 15% of the contract price, and requires the housing to be a commercial service. Security Deposits may also be paid, but one time only. Upon termination, security deposits should be returned. Due to the variety of housing needs, vendor requirements were determined unnecessary for many vendors, such as hotel services, apartments, and housing through individual landlords, (commercial housing vendors). District staff have the option of assessing need or seeking competitive agreements for group homes or sex offender housing services. Housing solicitations for placement of multiple defendants and offenders requires that a probation form 45 be issued to the vendor. If needed, the USPO/USPSO should fashion local needs for requirements such as curfew, no-

show reporting, sign-in requirements, programming requirements, and accepting sex offenders. If vendor requirements are necessary, the Statement of Work and approved local needs must be provided to the vendor upon making the award. If the housing service is considered commercial and vendor requirements are not needed, the waiver of liability, Attachment 3, of the statement of work must still be issued to the vendor. Housing is considered a severable service.

(e) Regarding **co-payments**, if ordered, the vendor shall:

- Collect any co-payment authorized on the program plan/probation form 45 and deduct any collected co-payment from the next invoice to be submitted to the government;
- Provide bills and receipts for co-payments to clients. The vendor shall keep an individualized record of co-payment collection, make it available for USPO/USPSO review, and have systems in place to both follow-up on collection of outstanding amounts and to resolve any discrepancies in amount owed;
- Document within the monthly progress report any co-payment received or whether the expected co-payment was not provided, as well as the amount of any outstanding balance;
- Inform the USPO/USPSO within 3 business days of a client's failure to make a total of 3 consecutive scheduled co-payments.
- Reimburse the Government in the event a vendor has received a co-payment and not credited it as an offset to a bill for services sent to the government (e.g., a defendant or offender provides a co-payment after the service was rendered or after the account has been closed).

Project Code 3302 – Emergency Services

“Statement of Work” for this service is defined as follows:

- (a) Service provider shall provide clients with basic necessities such as weather appropriate clothing, food, and hygiene items. Service providers are encouraged to partner with community resources / services to access clothing vouchers and / or donated items. When necessary, and with USPO authorization, items may be purchased by service provider on client's behalf and costs shall remain within the not to exceed limit authorized by the USPO. Expenses shall be reimbursed at actual price and an official receipt must be provided to the USPO for reimbursement. Expenses shall be invoices under Project Code 3302.

C. BPA TERMS AND CONDITIONS

1. **Extent of Obligation.** The Court is obligated under this BPA only to the extent of the call(s) placed by authorized individuals against this agreement. The Contractor is cautioned that accepting BPA calls from anyone other than those authorized by the BPA may result in delay or denial of payment for that unauthorized call.
2. **Individuals Authorized to Place Calls/Orders and Dollar Limitations.** The individuals authorized to place calls/orders under this Agreement are the Level 2 COCP Contracting Officer(s) listed below.

- *Aaron McGrath, Chief U.S. Probation Officer*
- *Allie Abbott, Supervisory U.S. Probation Officer*
- *Kyle Mansfield, Supervisory U.S. Probation Officer*
- *Timothy Astle, Senior U.S. Probation Officer*
- *Ryan Blackmarr, U.S. Probation Officer Specialist*

3. **Clause B-5, Clauses Incorporated by Reference (SEP 2010)**

This BPA incorporates the following clauses by reference, with the same force and effect as if it were given in full text. Upon request, the contracting officer will make the full text available. The full text of the referenced clauses may be accessed electronically at the following web address: <http://www.uscourts.gov/procurement.aspx>.

4. **The following judiciary clauses, that the Contracting Officer has indicated are applicable, are incorporated in this contract by reference:**

- | | | |
|-------------------------------------|--------------|--|
| <input type="checkbox"/> | Clause 2-50 | Continuity of Services (JAN 2003) |
| <input type="checkbox"/> | Clause 2-60 | Stop-Work Order (JAN 2010) |
| <input checked="" type="checkbox"/> | Clause 3-3 | Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014) |
| <input type="checkbox"/> | Clause 3-175 | Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (JUN 2012) |
| <input type="checkbox"/> | Clause 6-20 | Insurance – Work on or Within a Judiciary Facility (APR 2011) |
| <input type="checkbox"/> | Clause 7-55 | Contractor Use of Judiciary Networks (JUN 2014) |
| <input type="checkbox"/> | Clause 7-65 | Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013) |
| <input type="checkbox"/> | Clause 7-115 | Availability of Funds (JAN 2003) |

- | | | |
|-------------------------------------|--------------|---|
| <input type="checkbox"/> | Clause 2-35 | F.o.b. Destination, Within Judiciary's Premises (JAN 2003) |
| <input type="checkbox"/> | Clause 2-130 | Energy Efficiency in Energy-Consuming Products (APR 2013) |
| <input type="checkbox"/> | Clause 2-135 | IEEE Standard for Environmental Assessment of Personal Computer Products (APR 2013) |
| <input type="checkbox"/> | Clause 6-85 | Commercial Computer Software License (APR 2013) |
| <input type="checkbox"/> | Clause 6-105 | California E-Waste Fee (APR 2013) |
| <input checked="" type="checkbox"/> | Clause 7-115 | Availability of Funds (JAN 2003) |

5. The following full text clauses are incorporated if the Contracting Officer has marked them as applicable (X):

(X) Clause 2-90C Option to Extend Services (APR 2013)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 12 months. The contracting officer may exercise the option by written notice to the contractor no later than 30 calendar days prior to the contract's current expiration date.

(X) Clause 2-90D Option to Extend the Term of the Contract (APR 2013)

(a) The judiciary may extend the term of this contract by written notice to the contractor no later than 30 calendar days prior to the contract's current expiration date; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the judiciary to an extension.

(b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

6. Solicitation Provisions

The following judiciary provisions, that the Contracting Officer has indicated are applicable, are incorporated in this solicitation:

X Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>.

(end)

Solicitation Provisions Incorporated by Reference

____ Provision 2-70 Site Visit (JAN 2003)

____ Provision 2-85A Evaluation Inclusive of Options (JAN 2003)

____ Provision 3-135 Single or Multiple Awards (JAN 2003)

____ Provision 2-100, Brand Name or Equal (APR 2013)

Additional Solicitation Provisions

X Provision 4-1, Type of Contract (JAN 2003)

The judiciary plans to award a firm fixed price type of contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

NOTE: Offerors not registered in the System for Award Management (www.sam.gov) must complete and return the following information.

X Provision 3-5, Taxpayer Identification and Other Offeror Information (APR 2011)

OFFERORS – PLEASE COMPLETE THE INFORMATION BELOW

K.2 PROVISIONS INCLUDED IN FULL TEXT

**PROVISION 3-5, TAXPAYER IDENTIFICATION AND OTHER OFFEROR INFORMATION
(APR 2011)**

(a) *Definitions.*

“Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) *Taxpayer Identification Number (TIN):* _____

☐ TIN has been applied for.

☐ TIN is not required, because:

☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

☐ sole proprietorship;

☐ partnership;

☐ corporate entity (not tax-exempt);

☐ corporate entity (tax-exempt);

☐ government entity (federal, state or local);

☐ foreign government;

☐ international organization per 26 CFR 1.6049-4;

☐ other _____.

(f) *Contractor representations.*

The offeror represents as part of its offer that it is ☐ , is not, ☐ 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

- ☐ Women Owned Business
- ☐ Minority Owned Business (if selected, then one sub-type is required)
- ☐ Black American
- ☐ Hispanic American
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
- ☐ Individual/concern, other than one of the preceding.

(end)

PROVISION 3-220, EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES – CERTIFICATION (APR 2011)

- (a) The offeror shall check following certification:

CERTIFICATION

The offeror [] does [] does not certify that –

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), as amended, will not be included in any resultant contract to this offeror.

- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) [Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements](#), will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(end)

PROVISION 3-20, CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2011)

(a) (1) The offeror certifies, to the best of its knowledge and belief, that:

(i) the offeror and/or any of its principals:

(A) are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;

(B) have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property;

(C) are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) have ___, have not ___, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer

to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(ii) The offeror ___ has ___ has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

(b) The offeror shall provide immediate written notice to the contracting officer if, at any time

prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

(end)

PROVISION 3-30, CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(JAN 2003)

(a) The offeror certifies that:

(1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:

(A) those prices;

(B) the intention to submit an offer; or

(C) the methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory –

(1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization);

(ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(end)

PROVISION 3-130, AUTHORIZED NEGOTIATORS (JAN 2003)

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (offeror lists names, titles, and telephone numbers of the authorized negotiators).

Name: _____

Titles: _____

Telephone: _____

Fax: _____

E-mail: _____

SECTION L -INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

L.1 PROVISIONS INCORPORATED BY REFERENCE

This Section incorporates the following provisions by reference (see Provision B-1, Solicitation Provisions Incorporated by Reference, included in full text below, for further information about provisions incorporated by reference.

PROVISION NUMBER	TITLE	DATE
2-15	Warranty Information	JAN 2003
2-70	Site Visit	JAN 2003
3-85	Explanation to Prospective Offerors	AUG 2004
3-95	Preparation of Offers	APR 2013
3-100	Instructions to Offerors	APR 2013
3-210	Protests	JUN 2014
7-60	Judiciary Furnished Property or Services	JAN 2003

L.2 PROVISIONS INCORPORATED IN FULL TEXT

PROVISION B-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (SEP 2010)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>.

PROVISION 4-1, TYPE OF CONTRACT (JAN 2003)

The judiciary plans to award a firm fixed price contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

L.3 SITE VISIT

NOT APPLICABLE

L.4 INQUIRIES

Clarifications, responses to questions and/or amendments to this solicitation will be available on the internet at <https://www.akp.uscourts.gov/solicitations>. Questions about, or requests for clarification or correction of the solicitation requirements must be submitted in writing (e-mail is acceptable) to the Contracting Officer at the address shown on the cover page of this solicitation no later than (7) days after issuance of the solicitation.

L.5 EXPENSES OF RESPONSE PREPARATION AND SUBMISSION

The Offeror is responsible for any and all expenses related to the preparation and submission of a response to this solicitation. The Court shall incur no obligation except pursuant to the execution of a contract by the Court and the successful Offeror (Contractor).

L.6 GENERAL INSTRUCTIONS FOR THE PREPARATION OF RESPONSES

This section provides general instructions on how to prepare and submit a response to this solicitation. The Offeror's response shall provide all of the information requested below. A cover letter may accompany the response to set forth any additional information that the Offeror wishes to bring to the attention of the Court, including any assumptions, and/or conditions, upon which the Offeror's proposal is based.

L.6.1 The Offeror shall submit a single response (e.g., offer) to this Solicitation. Multiple and/or alternate responses from the same Offeror will not be accepted.

L.6.2 The Offeror shall furnish their response electronically via email to the following address: AKPtreatment@akp.uscourts.gov

L.6.3 All responses must be in writing, signed by a representative of the Offeror who is authorized to submit an offer.

L.6.4 All responses must be clearly identified by the following subject line: "Proposal Re: Solicitation 097—26-SCGP."

L.6.5 All responses must include a copy of form AO 367, with boxes 8, 11, 12, 13, 14, and 15 completed by the Offeror.

L.6.6 In preparing their response, Offerors must bid a "unit price," an "extended price," and a "total price" in each schedule under B.1.1 Base Price. Offerors must additionally bid a "unit price," "extended price," and "total price" in each of the four schedules under B.1.2 Option Pricing.

L.6.7 All responses must be received by U.S. Probation and Pretrial Services by no later than 1300 hours local time on September 29, 2025.

L.7 CONTENT OF PROPOSALS

The proposal must contain the following:

L.7.1 Signature Page. Section A (AO 367) with Blocks 8, 11, 12, 13, 14, and 15 completed by the Offeror to show that the Offeror has read, understands, accepts, and agrees to comply with all the conditions and instructions provided in the solicitation document, including all requirements, specifications and provisions.

L.7.2 Price Proposal. Completed Section B. The firm fixed price offered shall be stated in Section B. The offered price shall be all inclusive, and no extra charges shall be payable by the Court for any additional items or services, including without limitation, equipment, accessories, cables, connectors, interface units, and other related items, necessary for the contractor to provide a fully installed and operational audio video system, as described in this solicitation, ready for operation by the Court.

L.7.3 Clauses/Provisions requiring Fill-In by Offeror. Completed Clauses 3-220, 3-20, 3-30, 3-130, and all of Section K with the offeror's responses supplied in applicable boxes or blanks.

L.7.4 Technical Proposal.

The Technical Proposal should consist of the information requested above in section C.

L.8 AWARD WITHOUT DISCUSSIONS

As stated in judiciary provision 3-100, Instruction to Offerors, the judiciary intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer shall contain the offeror's best terms from a price and technical standpoint. However, the judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 PROVISIONS INCORPORATED BY REFERENCE

This Section incorporates the following provisions by reference (see Clause B-1, Solicitation Provisions Incorporated by Reference, included in full text in Section L above, for further information about provisions incorporated by reference):

PROVISION NUMBER	TITLE	DATE
2-85C	Evaluation of Options Exercised at Time of Contract Award	JAN 2003
3-70	Determination of Responsibility	JAN 2003

M.2 BASIS FOR AWARD

Lowest price technically acceptable will be used as the basis for selecting a proposal for award. Award will be made to the responsible offeror whose proposal is technically acceptable and the lowest price. Proposals must conform to all required terms and conditions of this solicitation, include all required representations and certifications and meet all requirements set forth in this solicitation. Any finding of a deficiency, defined as an aspect of a proposal that fails to meet a minimum requirement, will cause an offer to be rated "Technically Unacceptable" and will therefore eliminate that offer from consideration for award.

M2.1. Factor 1 – Technical:

The Technical Approach to achieving the aforementioned statement of work above in section C will be reviewed by the judiciary to evaluate each technical proposal as acceptable or unacceptable, based on the following criteria. Each proposal will be evaluated to determine if it adequately demonstrates that the offeror: is proposing services meeting the minimum technical requirements stated in the solicitation; is proposing delivery of products by the required delivery date(s); and is capable of providing in a timely manner the services as required by the solicitation.

M.2.3 Factor 2 – Price:

The existence of price competition is expected to support a determination of price reasonableness. Price analysis techniques may be used to further validate price reasonableness. If adequate price competition is not obtained or if price reasonableness cannot be determined using price analysis of information in the proposals, the judiciary may request additional pricing information in order to determine that pricing is reasonable.

M.3 AWARD ON INITIAL PROPOSAL/DISCUSSIONS

As stated in judiciary provision 3-100, Instruction to Offerors, the judiciary intends to evaluate offers and award a contract without discussions with offerors. However, the judiciary reserves the right to conduct the discussions if the contracting officer later determines them to be necessary, or to make no award as a result of this solicitation. A technical evaluation shall be conducted on all proposals, after which the contracting officer shall decide whether to make award on initial proposals, make no award, or hold discussions. If the contracting officer decides to hold discussions, the contracting officer shall determine a competitive range and conduct fair

and equal discussions with each offeror in the competitive range. After completion of discussions, offerors shall be permitted to provide revised proposals by a common cut-off date.